

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 SCHEDULE OF ITEMS AND PRICES

Base Year February 1, 2006 through January 31, 2007				
CLIN	Description	Quantity	Unit	Total Amount
0001	Plant Patents (Classified) - C.3.1	12	Month	
0002	Patent Bound Volumes – C.3.2	12	Month	
0003	Microfilm Maintenance – C.3.3	12	Month	
0004	Official Gazettes – C.3.4	12	Month	
0005	Trademark Bound Volume Maintenance – C.3.5	12	Month	
0006	Registered Trademark Maintenance – C.4	12	Month	
0007	Registered Word Trademarks – C.4.1.2	12	Month	
0008	Express Print Window – C.5	12	Month	
0009	Miscellaneous Requirements – C.6	12	Month	

Option Year 1 February 1, 2007 through January 31, 2008				
CLIN	Description	Quantity	Unit	Total Amount
0010	Plant Patents (Classified) - C.3.1	12	Month	
0011	Patent Bound Volumes – C.3.2	12	Month	
0012	Microfilm Maintenance – C.3.3	12	Month	
0013	Official Gazettes – C.3.4	12	Month	
0014	Trademark Bound Volume Maintenance – C.3.5	12	Month	
0015	Registered Trademark Maintenance – C.4	12	Month	

0016	Registered Word Trademarks – C.4.1.2	12	Month	
0017	Express Print Window – C.5	12	Month	
0018	Miscellaneous Requirements – C.6	12	Month	

Option Year 2 February 1, 2008 through January 31, 2009				
CLIN	Description	Quantity	Unit	Total Amount
0019	Plant Patents (Classified) – C.3.1	12	Month	
0020	Patent Bound Volumes – C.3.2	12	Month	
0021	Microfilm Maintenance – C.3.3	12	Month	
0022	Official Gazettes – C.3.4	12	Month	
0023	Trademark Bound Volume Maintenance – C.3.5	12	Month	
0024	Registered Trademark Maintenance – C.4	12	Month	
0025	Registered Word Trademarks – C.4.1.2	12	Month	
0026	Express Print Window – C.5	12	Month	
0027	Miscellaneous Requirements – C.6	12	Month	

B.2 CONTRACT TYPE

It is planned that award of this document will result in a Firm Fixed Price contract.

SECTION C – DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 STATEMENT OF WORK. The Contractor shall provide full time personnel to perform the duties associated with the maintenance of the paper and microfilm files in the Public Search Facility and the Trademark Paper Facility and provide high quality accuracy to the methods and processes to be used.

C.2 BACKGROUND. The Public Search Facility (PSF) is the USPTO's library for all U.S. patent and trademark information. The PSF is located at 600 Dulany Street, Alexandria, Virginia, on the 1st and 2nd floors of the Madison East Building. The PSF is open to the public from 8:00 a.m. until 8:00 p.m. Monday through Friday (excluding Government holidays). The PSF contains index card collections, microfilm collections, patent and trademark bound volume collections, miscellaneous bound volumes collections, and automated search tools.

The PSF has an auxiliary location, the Trademark Paper Facility (TMPF), located on the 2nd floor of the South Tower building at 2900 Crystal Drive, Crystal City, Virginia. The TMPF houses the registered trademark paper digest and is open to the public from 8:00 a.m. until 5:00 p.m. Monday through Friday (excluding Government holidays).

The Contractor shall be familiar with, and understand the terminology used at the USPTO when referring to the tasks in the Statement of Work.

The USPTO will provide the Contractor with all equipment and expendable supplies required to accomplish the required tasks including photocopiers, computers, and binding equipment.

As the USPTO continues to migrate processes within the office, tasks and/or work volumes under this contract may be reduced, expanded, or eliminated.

C.3 PUBLIC SEARCH FACILITY

C.3.1 Plant Patents (Classified) (CLIN 0001, and if option(s) is exercised, 0010 and 0019)

C.3.1.1 Weekly Issue. Classified plant patents are delivered to the PSF weekly. The Contractor shall file each plant patent and its cross-references, by class and subclass, and then in descending patent number order within two (2) workdays of receipt with a 99% accuracy rate. The plant patents shall be filed in metal shelving units, known as cases, containing slots, known as shoes. Each vertical range of shoes is known as a row. The plant patents contained in each shoe are known as a bundle. Approximately 23 plant patents are received each week.

C.3.1.2 Shifting and Labeling Shelving Units. The Contractor shall shift the classified plant patent files as needed to ensure that none of the shoes within the cases become so full that the plant patents are damaged when removed.

The Contractor shall label each case according to established methods. Class identification cards shall be placed at the top of each case identifying, by row and bundle number, class and subclass locations. The Contractor shall place a copy of the proper pages from the most current Manual of Classification schedule at the end of each row of cases within two (2) workdays of receipt with a 99% accuracy rate. Updates to the Manual of Classification are received monthly and will be provided to the Contractor by the Contracting Officer's Technical Representative (COTR).

The Contractor shall label each bundle according to established methods. A top card containing the class, subclass, and bundle number shall be placed on the top of each bundle. A bottom card shall be placed on the bottom of each bundle.

C.3.1.3 Filing Loose Patents. The Contractor shall file, as stated in C.3.1.1 and C.3.1.2, any loose plant patents received from the USPTO within one (1) workday of receipt with a 99% accuracy rate.

C.3.1.4 Filing Bundles. The Contractor shall re-file, as stated in C.3.1.1 and C.3.1.2, any plant patent bundles not re-filled by the public by 10:00 a.m. the following workday with a 99% accuracy rate.

C.3.2 Patent Bound Volumes. (CLIN 0002, and if option(s) is exercised, 0011 and 0020) The average number of bound volumes created each week is 65. Currently there are approximately 3,600 patents issued each week. This number includes utility, reissue, design, re-exam, and plant patents. The weekly numeric set, containing one copy of each patent issued that week, ordered in numerical order, is delivered to the PSF each Tuesday. If the numeric set is received prior to the Tuesday on which the patents issue, the Contractor shall not file the patents before 8:00 a.m. on the Tuesday issue day.

The Contractor shall bind the weekly numeric set into bound volumes and file the bound volumes in the Bound Volume area of the PSF within three (3) workdays of receipt of the weekly numeric set.

Reissue patents shall be bound in the same volumes as utility patents and shall be placed at the beginning of the first volume. Design, plant, and reexamination patents shall be bound in separate volumes.

The Contractor shall notify the COTR by close of business the next business day when a patent is missing from the weekly issue. When binding the patents, a page containing the number of each missing patent shall be inserted into the bound volumes in the appropriate place. When a missing patent is received, the inserted page shall be replaced with the patent.

The Contractor shall monitor the level of binding supplies, estimate the supplies required, and notify the designated USPTO employee three months before the supplies run out.

Daily sequence integrity checks. The Contractor shall ensure all bound volumes are in chronological order and re-file any bound volumes not re-filed by the public users by 8:00 a.m. on the next business day. The order and integrity of the bound volumes shall be checked and corrected daily. Any patents found missing or entire bound volumes found missing shall be reported to the COTR by the next business day. The COTR will provide copies of the missing patent(s). The Contractor shall replace the missing patent(s) within three business days.

A complete inventory of the bound volume collection shall be made twice yearly. Two copies of the complete inventory shall be delivered, via e-mail, to the COTR and any other USPTO personnel designated by the COTR.

C.3.3 Microfilm Maintenance. (CLIN 0003, and if option(s) is exercised, 0012 and 0021) The Contractor shall: (1) re-file microfilm utilized by the public; (2) re-file all microfilm cartridges by the close of each business day; and (3) ensure sequence integrity daily. The Contractor shall notify the COTR of any missing microfilm within one business day.

The Contractor shall replace any loose, worn or missing labels from the cartridges, as well as labels on all microfilm cabinet drawers.

The Contractor shall perform a complete inventory of the microfilm collection (approximately 27,530 cartridges) on a semi-annual basis. The completed inventory report shall be delivered, via e-mail, to the COTR and any other USPTO personnel designated by the COTR.

The Contractor shall notify the COTR twelve (12) weeks prior to microfilm cabinet space being filled.

C.3.4 Official Gazettes (OG). (CLIN 0004, and if option(s) is exercised, 0013 and 0022)

C.3.4.1 OG Inventory. An inventory of the OG collection (patents and trademarks) shall be made twice yearly. The completed inventory shall be delivered, via e-mail, to the COTR and any other USPTO personnel designated by the COTR.

C.3.4.2 Filing and Binding Trademark OGs. The Contractor will monitor the Trademark OGs as received in the Public Search Facilities and report missing issues to the USPTO personnel designated by the COTR. The Contractor shall collate groups of Trademark OGs in publication date order by month for binding and coordinate pickup by the bookbinding contractor. When the bound Trademark OG volumes arrive, the Contractor will place them on shelving designated by the COTR. The Trademark OGs average 4 issues per month.

C.3.5 Trademark Bound Volume Maintenance. (CLIN 0005, and if option(s) is exercised, 0014 and 0023)

C.3.5.1 Corrected or Amended Registration Certificates. The USPTO will provide the Contractor with two copies of each corrected or amended registration certificate. One copy shall be pasted in the bound volume in which a copy of the corresponding registration is filed and the second copy shall be filed in registration number order in a cabinet designated by the COTR within five (5) days of receipt with a 99% accuracy rate. Corrected or amended registration certificates average 80 per week.

C.3.5.2 Inadvertently Issued Registrations. A list of inadvertently issued registrations will be provided to the Contractor by the USPTO each week. The Contractor shall stamp the copy of inadvertently issued registrations located in the bound volumes as "INADVERTENTLY ISSUED." This task shall be completed within three (3) workdays of receipt of the list with a 99% accuracy rate. Inadvertently issued registrations average 25 per month.

C.3.5.3 Accepted Affidavits. The USPTO will provide the Contractor with a list of registration numbers of accepted affidavits and a notation of the type of each affidavit. The Contractor shall stamp the bound volumes to indicate acceptance of affidavits. This task shall be completed within five (5) workdays of receipt of the list with a 99% accuracy rate. Accepted affidavits average 630 per week.

C.3.5.4 Renewals. The USPTO will provide the Contractor with 5" x 7" replications of trademark renewal certificates. The Contractor shall stamp the bound volume "RENEWED 10 YEARS" and paste the 5" x 7" replication of the trademark renewal certificate in the bound volume in which a copy of the corresponding registration is filed. This task shall be completed within five (5) workdays of receipt with a 99% accuracy rate. Renewal certificates average 900 per week.

C.3.5.5 Cancelled Trademark Registrations. The USPTO will provide the Contractor with a list of canceled trademark registration numbers each week. Cancelled trademark registrations shall be stamped according to the type of cancellation indicated on the list such as: "CANCELLED SECTION 8", "CANCELLED SECTION 18", "CANCELLED SECTION 7 (D)" or "CANCELLED SECTION 37". Cancelled trademark registrations shall be stamped within five (5) workdays of receipt of the list with a 99% accuracy rate. Cancellations average 1,005 per week.

C.3.5.6 Daily Sequence Integrity Checks. The Contractor shall ensure all Trademark bound volumes are in chronological order and re-file any bound volumes not re-filed by the public users by 8:00 a.m. on the next business day. The order and integrity of the bound volumes shall be checked and corrected daily.

C.3.5.7 Shift Bound Volume Collection. The Contractor shall shift the Trademark bound volume collection as required for filing additional bound volumes and for major

relocations of the entire collection, such as adding additional bookcases. The Contractor shall monitor the bound volume collection and perform shifts as required or as directed by the COTR.

C.4 TRADEMARK PAPER FACILITY

C.4.1 Registered Trademark Maintenance. (CLIN 0006, and if option(s) is exercised, 0015 and 0024).

C.4.1.1 Registered Design Trademarks. The Contractor shall examine each newly registered design trademark to determine which parts of the design are significant and apply appropriate notations as indicated in the “Guidelines for Use in the Trademark Search Library.” The Contractor shall then file the newly registered design trademarks in the trademark registered design digest. This task shall be completed within seven (7) workdays of receipt with a 98% accuracy rate. The USPTO will provide the Contractor with six (6) copies of each newly registered design trademark. Any additional copies needed shall be made by the Contractor. Newly registered design trademarks and cross-reference copies to be filed average 3,200 per week.

C.4.1.2 Registered Word Trademarks. (CLIN 0007, and if option(s) is exercised, 0016 and 0025). The Contractor shall examine each newly registered word trademark to determine which parts of the words are significant and apply appropriate notations as indicated in the “Guidelines for Use in the Trademark Search Library.” The Contractor shall then file the newly registered word trademarks in the trademark registered word digest. This task shall be completed within seven (7) workdays of receipt with a 98% accuracy rate. The USPTO will provide the Contractor with six (6) copies of each newly registered word trademark. Any additional copies needed shall be made by the Contractor. Newly registered word trademarks and cross-reference copies to be filed average 6,400 per week.

C.4.1.3 Erroneous Trademark Registrations. Based on a list provided by the USPTO, the Contractor shall remove any erroneous trademark registrations and cross-references from the registered trademark paper digest and replace them with reprints of the correct registrations with the appropriate notations as indicated in the current “Guidelines for Use in the Trademark Search Library.” This task shall be completed within one (1) workday of receipt with a 99% accuracy rate. Reprints average ten (10) per week.

C.4.1.4 Inadvertently Issued Registrations. Based on a list provided by the USPTO, the Contractor shall remove inadvertently issued registrations and all cross-references from the registered trademark paper digest. The inadvertently issued registrations shall be removed and shredded within three (3) workdays of receipt with a 99% accuracy rate. Inadvertently issued registrations average 25 per month.

C.4.1.5 Shift Registered Trademark Paper Digest. The constant expansion of files necessitates the shifting of various portions of the registered trademark paper digest for

filing of additional papers. The Contractor shall monitor the registered trademark paper digest and shift the collection as necessary or as directed by the COTR.

C.4.1.6 General Maintenance. The Contractor shall label shoes and/or replace labels on shoes within the registered trademark paper digest as necessary or as directed by the COTR. The Contractor shall label the shoe cases to indicate the contents of each row. The Contractor shall collect and re-file any miscellaneous materials not re-filed by TMPF users no later than 8:00 a.m. on the next business day.

C.4.2 Registration Certificates for Binding. The Contractor shall gather and collate groups of 600 registration certificates in chronological order for binding and coordinate pickup by the bookbinding Contractor. Registration certificates average 3,655 per week.

C.5 EXPRESS PRINT WINDOW. (CLIN 0008, and if option(s) is exercised, 0017 and 0026). The Contractor shall provide staffing of the Express Print Window located on the 2nd floor of the PSF Monday through Friday from 8:00 a.m. until 8:00 p.m. (excluding Government holidays). The Contractor shall remove paper jams and replenish all supplies including paper and toner on the eight (8) high-speed printers. The Contractor shall remove the print jobs from the printers, check the print jobs for completeness and separate the print jobs into batches per customer. The print jobs shall be stored in mail sorters provided by the USPTO until such time as the customer comes to retrieve them. If a technical problem occurs with the high-speed printers, the Contractor shall immediately notify the COTR or PSF management.

C.6 MISCELLANEOUS REQUIREMENTS. (CLIN 0009, and if option(s) is exercised, 0018 and 0027).

C.6.1 Monthly Progress Review. Progress review meetings will be held monthly at the USPTO. The Contractor will be notified by the COTR of specific dates, times, and locations of the monthly progress review meetings.

C.6.2 Documentation/Reporting Requirements. The Contractor shall submit a weekly report, by close of business on the Monday (or next closest workday) following the end of each workweek. The report shall include the following sections: work received/completed during the week (listed by task and including date received, date completed, and workload); problems encountered; quality control sampling; quality assurance checks and additional comments. For the weekly trademark issue, the report shall contain the registration number count as well as the actual count of papers after processing for both registered word trademarks and registered design trademarks. The weekly report shall be delivered, via e-mail, to the COTR and any other USPTO personnel designated by the COTR.

All reports and inventories shall be submitted in a format that is compatible with the current software in use at the USPTO.

C.6.3 Contractor Identification. Contractor employees shall wear visible means of identification at all times while on USPTO premises. This identification is the contractor badge issued by the USPTO Security Office.

C.6.4 Desk Coverage. The Contractor shall staff four (4) general reference desks, three (3) in the PSF and one (1) in the TMPF, as needed and as directed by the COTR. The COTR will provide the Contractor with at least two days' notice before requiring desk coverage. The COTR will also provide the Contractor specific instructions as to the greeting to use when answering the phone and the reply to be given to all customers. Desk coverage will not be required more than a total of six (6) hours per month.

C.7 PATENT DEFINITIONS

Bundle: A collection of approximately 50 patents residing in the same class and subclass which are stored sequentially in numeric order by patent number in files in the PSF. The top and bottom of the collection is comprised of bundle board covers. The top bundle board shows the class and subclass in which the patents reside.

Classification (Class and Subclass): A system used by the USPTO to divide science and technology into distinct areas called classes. The classes are further divided into subclasses of related subjects.

Cross-reference: A patent can be filed in other classification areas, in addition to the original classification, because it discloses subject matter pertinent to an additional technical field.

Patent: A patent for an invention is a type of intellectual property and is granted by the U.S. which provides the inventor the right to prevent others, for a limited time from making, using, or selling in this country the invention or discovery defined in the claims of the patent. Title 35 of the U.S. Code provides for three types of patents: utility, design, and plant.

Utility Patent: A patent granted under 35 U.S.C. 101 for a new and useful process, machine, manufacture, or composition of matter, whose term is 20 years from application date. Utility patents consist of general, mechanical, chemical, and electrical inventions. Utility patents may consist of any number of pages of text and drawings. Utility patents are numbered in several formats:

- X-series utility patents are the approximately 10,000 patents issued between 1790 and July 4, 1836. They were not originally numbered but have since been arbitrarily assigned numbers in the sequence in which they were issued. They are referred to either as "X-patents" or as "name and date patents".
- 1836 Series refers to the bulk of the utility patents issued since 1836. A citation, by number only, is understood to refer to this series.

- The Additional Improvement (AI) series refers to patents from about 1838 to 1861 that covered an inventor's improvement on his own patented device. There were given a separate series of numbers preceded by AI. Approximately 300 such patents were issued.

Design Patent: A patent granted under 35 U.S.C. 171 for a new, original and ornamental appearance of an object. Its term is 14 years. Design patents may consist of any number of pages of text and drawings and are identified with the abbreviation DES and number.

Plant Patent: A patent granted under 35 U.S.C. 161 for the invention or discovery of an asexual reproduction of any distinct and new variety of plant except a tuber propagated plant or plant found in an uncultivated state. Its term is 17 years. Plant patents may consist of any number of pages of text and a full color drawing(s) of the plant. Plant patents are designated by the word PLANT followed by sequential numbers.

Reissue Patent: Patents that are corrected are reissue patents. In certain instances where an error is discovered in a patent and is determined to have been made without deceptive intent, that patent can be surrendered and a corrected patent requested. A reissue patent is granted to replace the original one and is in effect only for the balance of the unexpired term of the original patent. Reissue patents may consist of any number of pages of text and drawings and are numbered sequentially beginning with the abbreviation RE.

Reexamination Certificate: Anyone may request, or the Commissioner may order, the reexamination of a patent on the basis of prior art consisting of patents or printed publications. At the conclusion of reexamination proceedings, the Commissioner will issue a document, entitled Reexamination Certificate, setting forth the results of the reexamination proceeding. This document includes the patent number of the original patent preceded by the letter B and the number of the reexamination proceeding of that patent. For example, B1 4,532,098 would indicate the first reexamination certificate for patent number 4,532,098. Reexamination certificates may consist of any number of pages of text and drawings.

Defensive Publication: An applicant may waive his rights to an enforceable patent based on a pending patent application by filing with PTO, a written waiver of patent rights, a consent to the publication of an abstract of the invention, an authorization to open the complete application to inspection by the general public, and a declaration of abandonment signed by the applicant and the assignee of record or by the attorney or agent of record. A defensive publication is published when USPTO grants such a waiver. Defensive publications may consist of any number of pages of text and drawings if applicable.

The numbering schemes for defensive publications vary. Distinct numbers are assigned to all defensive publications published December 16, 1969 through October 1980, e.g., T 869007. The T stands for technical disclosure, 869 is the volume number of the Official Gazette in which the document appears and 007 indicates the seventh defensive publication issued in a particular month. For defensive publications published on and

after November 4, 1980 the numbering scheme is T followed by a four-digit number indicating the Official Gazette volume number ending with a two-digit sequential number, e.g., T 1000 01. For those defensive publications published before December 16, 1969 a conversion table from the patent application serial number to the distinct number for the defensive publication is available in the PSF. USPTO stopped accepting applications for defensive publications on May 8, 1985.

Statutory Invention Registration (SIR): A statutory invention registration (SIR) is not a patent. It has the defensive attributes of a patent but does not have the forcible attributes of a patent. No article, advertisement, or the like, may use the term patent, or any term suggestive of a patent, when referring to a statutory invention registration. SIRs are numbered sequentially and are indicated by the letter H before the number, e.g., H 1. On May 8, 1985 USPTO began accepting applications for SIRs. The first SIRs were published December 3, 1985. While there are some differences, SIRs effectively replace defensive publications.

Reclassification: The process of updating the U.S. Patent Classification in accordance with changing technology. Classes and subclasses may be created, modified, or deleted. This necessary updating can cause present patent classification data to be different from that printed on the patent when it is issued.

Official Gazette (OG): The Official journal of the U.S. Patent and Trademark Office relating to patents. Issued each Tuesday, simultaneously with the weekly issuance of patents, it contains a selected figure of the drawings and a claim of each patent granted, indexes of patents, a list of patents available for license or sale, and general information, such as orders, notices, and changes in rules and classification. The most recent 52 weeks of the Patent OG are available in PDF format at www.uspto.gov.

Annual Index: An index of the patents issued each year is published in two volumes, one an alphabetical index of patentees/assignees and the other an index by subject matter of inventions.

Classification Definitions: All utility, plant, and design classes have definitions. Definitions state the subject matter of the classes and subclasses much more explicitly than it is possible to state in short class and subclass titles.

Shifting: The effort involved in the moving of patent bundles to provide additional room for other patent bundles.

C.8 TRADEMARK DEFINITIONS

Trademark: A trademark is a form of intellectual property. The definition in the statute for a trademark is “...any word, name, symbol or device or any combination thereof adopted and used by a manufacturer or merchant to identify his goods and distinguish them from those manufactured or sold by others.” When the requirements of the law and of the rules have been complied with and USPTO has judged a trademark registerable, a

certificate will be issued. The certificate will state the date on which the application for registration was filed in the PTO, the act under which the trademark is registered, the date of issue and the number of the certificate. In the context of this project agreement, the term “trademark” refers to this certificate of registration which is usually a one page document. Trademarks are numbered sequentially, e.g., 1,456,732.

Pending Trademark: The pending trademarks file contains all current pending trademarks filed alphabetically and by design and classification as well as drawings for divisional applications. A divisional drawing occurs when a trademark application is divided into one or more child applications.

Registered Trademark: A registered trademark has completed the application process and has been registered. These trademarks are filed alphabetically and by design classification.

Abandoned Trademark: An abandoned trademark is one that has been applied for but was not registered. Abandoned trademarks are pulled from the pending file and filed in a separate section of the TMPF. The first occurrence of each word trademark and every occurrence of each design trademark is filed in the abandoned section. Abandoned trademarks are microfilmed approximately every 3 to 5 years.

Abandoned Digest: The abandoned file section is a collection of trademarks that never issued and are no longer in pending status. A trademark is abandoned when an applicant fails to respond, or to respond completely, within six months after the date an examiner’s action is mailed.

Official Gazette (OG): The official journal of the USPTO relating to trademarks. The Trademark OG is issued every Tuesday, contains an illustration of each trademark published for opposition, an alphabetical list of registered trademarks, a classified list of registered trademarks, an index of registrants, USPTO notices; and a list of cancelled trademark registrations. The most recent five (5) issues of the Trademark OG are available in PDF format at www.uspto.gov.

Bound Volumes: The USPTO maintains bound volumes containing each registered trademark. The registered trademarks are filed numerically by issue date and bound in books/volumes. These bound volumes are updated as changes occur.

Shoes: Trademark documents are filed in cabinets containing drawers known as "shoes". Each shoe contains a bundle of trademark documents. The pending and abandoned trademarks are stored loosely within the shoes. The registered trademarks are drilled and secured into bundles with metal rings.

Purging Pending: The process of removing dead data, i.e., registered or abandoned trademarks from the pending collection.

Shifting: The process of providing additional space to file more trademark documents.

Affidavit: An affidavit is a sworn statement testifying that a particular trademark is currently used in commerce. Registrants must submit an affidavit of continued use during the fifth year after the trademark is registered.

Cancellation: Cancellation is mandatory discontinuance of a trademark's registered status. A cancellation proceeding begins with the timely filing of a petition for cancellation. 37 CFR 2.111 (b) states "...any person who believes he is or will be damaged by registration may file a petition,...to cancel the registration in its entirety for each class in the registration specified in the petition..." A trademark can also be cancelled for failure to file an affidavit or declaration of continued use between the fifth and sixth year after registration or can be cancelled as requested by registrant.

Expired: Any trademark which was not timely renewed.

Reinstatements: Reinstatements are trademarks that were abandoned through USPTO error and were returned to pending status upon recognition of this error.

Revivals: Revivals are trademarks which were previously determined to be abandoned and via the filing and granting of a favorable petition were returned to pending status.

TRAM: A data base system which maintains a record of each trademark application and the resulting disposition of the trademark

Microfilm: The USPTO maintains microfilm collections of registered trademarks, trademark applications, abandoned trademarks and canceled and expired trademarks. A brief description of each follows:

- **Registered Trademarks:** 16 mm microfilm cartridges of all registered trademarks filmed in registration number order.
- **Trademark Application:** 16 mm microfilm cartridges of all pending trademarks filmed in application number order.
- **Abandoned Trademarks:** 16 mm microfilm cartridges of abandoned trademarks. There are several copies of these microfilm copy reels. Abandoned trademarks are filmed in alphabetical order.

Canceled and Expired Trademarks: 16 mm microfilm cartridges of canceled and expired trademarks, filmed in alphabetical and design and classification order.

SECTION D - PACKAGING AND MARKING

D.1 52.252-01 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

There are no FAR clauses incorporated in this section.

SECTION E - INSPECTION AND ACCEPTANCE**E.1 52.252-01 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.arnet.gov/far/>.

Clause	Title	Date
52.246-4	Inspection of Services – Fixed Price	Aug 1996

SECTION F - DELIVERIES OR PERFORMANCE

F.1 PERIOD OF PERFORMANCE

The period of performance of this contract is as follows:

CONTRACT PERIOD	PERIOD OF PERFORMANCE
Base Year	February 1, 2006 through January 31, 2007
Option Year 1	February 1, 2007 through January 31, 2008
Option Year 2	February 1, 2008 through January 31, 2009
Incentive Award Option Year 3	February 1, 2009 through January 31, 2010
Incentive Award Option Year 4	February 1, 2010 through January 31, 2011

F.2 GOVERNMENT HOLIDAYS

The following legal holidays are observed by this Government agency. Holidays falling on Saturdays are observed on the Friday preceding the holiday, while those holidays falling on Sundays are observed on the Monday following the holiday.

New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25

The Contractor shall comply with the aforementioned Government holidays and any other day designated by Federal Statute, Executive Order, or Presidential proclamation, therefore, the Government offices are closed to the Contractor's staff on the day(s) these holidays are observed.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 CONTRACT ADMINISTRATION

Notwithstanding the Contractor's responsibility for total management during the performance of this contract, the administration of the contract will require maximum coordination between the Government and the Contractor. The following individuals will be the Government points of contact during the performance of the contract.

G.1.1 Contracting Officer's Technical Representative

A Contracting Officer's Technical Representative (COTR) will be designated on authority of the Contracting Officer to monitor all technical aspects and assist in administering the contract. The types of actions within the purview of the COTR's authority are to assure that the Contractor performs the technical requirements of the contract; to maintain both written and oral communications with the Contractor concerning the aspects of the contract within his/her purview; to issue written interpretations of technical requirements of Government drawings, designs and specifications; to monitor the Contractor's performance under the contract and notify the Contractor and Contracting Officer of any deficiencies observed; and to coordinate Government-Furnished Property or Data availability and provide for site entry of Contractor personnel if required. A letter of designation will be issued to the COTR with a copy supplied to the Contractor, stating the responsibilities and limitations of the COTR. This letter will clarify to all parties to this contract the responsibilities of the COTR. At no time may the scope of work, price, delivery dates, or other mutually agreed upon terms or provisions of the contract be changed without being executed in writing by the Contracting Officer authorizing such changes.

G.1.2 Contracting Officer

All contract administration will be effected by the Contracting Officer, address as shown on the face page of this solicitation. Communications pertaining to contract administration matters will be addressed to the Contracting Officer. No changes in or deviation from the scope of work shall be effected without a Supplemental Agreement executed by the Contracting Officer authorizing such changes.

G.2 CONTRACTING OFFICER'S AUTHORITY

The Contracting Officer is the only person authorized to make or approve any changes in any of the requirements of this contract and notwithstanding any provisions contained elsewhere in this contract, the said authority remains solely in the Contracting Officer. In the event the Contractor makes any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in costs incurred as a result.

G.3 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) - TECHNICAL DIRECTION

G.3.1 The Contracting Officer hereby designates the individual named below as the Contracting Officer's Technical Representative:

NAME: Teresa Kelley
ADDRESS: U.S. Patent and Trademark Office
Public Search Facility
600 Dulany St, MDE
Alexandria, VA 22313-1450

PHONE NO.: (571) 272-3262

G.3.2 The COTR may be changed at any time by the Government without prior notice to the Contractor. In the event of a change, the Contracting Officer will promptly provide the Contractor notification in writing, including the name and address of the successor COTR. The responsibilities and limitations of the COTR are as follows:

G.3.2.a The COTR is responsible for the technical aspects of the project and technical liaison with the Contractor. The COTR is also responsible for the final inspection and acceptance of all reports, and such other responsibilities as may be specified in the contract.

G.3.2.b The COTR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes that affect the Contract price, terms or conditions. Any Contractor request for changes shall be referred to the Contracting Officer directly or through the COTR. No such changes shall be made without the expressed prior authorization of the Contracting Officer.

G.4 INVOICING AND PAYMENT INSTRUCTIONS

The Contractor shall submit proper invoices on a monthly basis for payment. One (1) original and two (2) copies of each invoice shall be submitted with costs for each line item and/or task order broken out separately (on separate pages). Depending on the mode of delivery, all invoices shall be submitted to the following address:

U.S. Patent and Trademark Office
Office of Finance, MS 17
PO Box 1450
Alexandria, VA 22313-1450

To constitute a proper invoice, each invoice submitted must include the following information and attached documentation:

- (1) Name of the Contractor, invoice number and invoice data;
- (2) Contract number and task order numbers;
- (3) Description, price, and quantity of services actually delivered or rendered;
- (4) Name of personnel performing the service, Labor-Hour Category, number of hours worked and cost;
- (5) Payment terms;
- (6) Name and signature of certifying official, title, phone number, and complete mailing address of responsible office to whom payment is to be sent;
- (7) Period of performance covered by the invoice;
- (8) Other substantiating documentation or information as required by the contract; and
- (9) Deliverable and task accomplishment status report;
- (10) The following statement on the reverse of the original of each invoice:

COTR'S CERTIFICATION

I certify to the best of my knowledge and belief that the services shown on the invoice have been performed and are accepted.

COTR Signature

Date

G.5 ELECTRONIC PAYMENT INFORMATION

G.5.1 The information required by the clause at FAR 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration (see Section I), shall be forwarded by the Contractor to the below-designated office:

U.S. Patent and Trademark Office
Office of Finance, MS 17
PO Box 1450
Alexandria, VA 22313-1450

G.5.2 If requested, a form will be provided to the Contractor for this purpose. In the event payment is assigned to a bank, thrift, or other financing institution pursuant to the clause FAR 52.232-23, Assignment of Claims (see Section I), the Contractor shall forward that form to the assignee for completion.

G.6 GOVERNMENT FURNISHED FACILITIES AND EQUIPMENT

USPTO shall provide government space and equipment for onsite tasks. This space shall include, but shall not be limited to, furniture, office supplies, a telephone, a personal computer and access to a printer. USPTO anticipates this space to be provided in the Public Search Facilities.

SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.1 INTERPRETATION OF CONTRACT REQUIREMENTS

No interpretation of any provision of this contract, including interpretations of the specifications, shall be binding on the Government unless furnished or agreed to in writing by the Contracting Officer or his/her designated representative.

H.2 INCENTIVE AWARD OPTION YEARS

In an effort to establish long-term business relationships based on sustained superior performance, this contract provides the contractor the opportunity to earn the addition of up to two (2) more option years of contract performance (beyond the base period and regular option periods) in the form of Award Term Options.

Following the base period (and assuming the period of performance has been extended through the exercise of regular options), up to 2 award term options may be earned by the contractor through achieving and maintaining superior performance levels. These performance levels will be mutually agreed upon between USPTO and the contractor in the Award Term Incentive Plan. This plan will be bilaterally added to the contract within one year after contract execution. Within 6 months after award of the resulting contract, the successful Offeror shall submit a draft of the Award Term Incentive Plan to USPTO for negotiation.

The USPTO will designate an Award Term Determining Official (ATDO), who will be responsible for the overall award term evaluation. The ATDO will unilaterally decide whether or not the contractor has earned the addition of the award term option. If the ATDO authorizes the addition of an award term, the contractor shall, within 90 days, submit a priced proposal for the subject award term option year. Following price negotiations, a supplemental agreement will be issued to revise Section B to include the new award term option year and prices. A successful award term evaluation shall not entitle the contractor to the award term option. The award term option will be exercised (unilaterally) by the Contracting Officer after evaluation in accordance with FAR 17.2, but only if the quality levels have been maintained from the time of the ATDO decision.

H.3 SECRECY AND USAGE OF PATENT INFORMATION

- (a) Patent applications are required by law (35 U.S.C. 122) to be kept in confidence. In addition pursuant to secrecy order provisions of 35 U.S.C. 181-188, work under this contract may affect national security. Information contained in any patent application file(s) are restricted to authorized Contractor personnel having a need to know.

- (b) The Contractor acquires no right or privilege to use or disclose any information contained in any patent file (in any form whatsoever) except to perform the work under this contract. Further, the Contractor shall not copy or make any use or disclose whatsoever of any patent information contained in any application or related copy or data furnished the Contractor by the Government or obtained therefrom except for performing the work procured under this contract.
- (c) Patent documents or copies of information contained therein, patent applications and abandoned files, when furnished to the Contractor by the PTO, shall be handled in accordance with the provisions of:
 - (1) 35 U.S.C. 122
 - (2) 18 U.S.C. 207(1)
 - (3) 37 U.S.C. 1.14
 - (4) 35 U.S.C. 181-188
- (d) All personnel employed in data preparation work on this contract, or otherwise having access to patent files or data or information concerning the same shall take the following oath, or affirmation, signed in writing:

"I do swear or affirm that I will preserve application for patents in secrecy, that I will not divulge any information concerning the same to unauthorized persons while employed in work under Contract DOC50PAPT0601003 or any time thereafter, and that I take this obligation freely, and without any mental reservation or purpose of evasion."
- (e) Each employee's signed oath, or affirmation, shall be retained in the Contractor's files, subject to inspection by authorized Government representatives.
- (f) Without advance notice, the Government shall have the right to inspect the Contractor's premises, records, and work in process pertaining to the secrecy of patent information.
- (g) The Contractor shall submit, for approval by the COTR, a plan for maintaining the confidentiality of patent documents and all information contained therein. The plan must adequately protect documents, film and all other communications and storage media during all phases of staging, filming, handling, processing, storage and quality control. This plan shall be submitted to the COTR thirty (30) calendar days after contract award.
- (h) Duplication of confidential material by the Contractor is forbidden except as specified in this contract.
- (I) The Contractor shall transport all documents, film and all other communications and storage media used in the performance of this contract between the Contractor's work site and the USPTO. This includes pickup of work to be done

from USPTO offices and delivery of completed work to designated USPTO offices.

- (j) The Contractor shall be responsible for returning all Government Furnished Patent Document items to the Government upon termination of the contract in accordance with the Government-Furnished Data clause of this contract.
- (k) The Contractor shall insert the substance of this clause in each subcontract hereunder unless the Contracting Officer has waived this requirement, in writing, as to particular subcontracts or classes of subcontracts.
- (l) The Government will inform the Contractor as soon as practicable of any suit or action alleging such infringement or other unauthorized disclosure or use; will give the Contractor such opportunity as is afforded and applicable to the Government's requirements under this contract, shall be restricted to this project, and shall not be disclosed or used for any other purpose, without the prior written approval of the Government. These restrictions do not apply to information which: currently or subsequently enters the public domain; has been released to any third party, without restrictions; or is obtained by the Contractor independent of the Government. The Contractor shall not copyright the Technical References, or subsequent addenda without prior express authorization of the Government.

H.4 SUPERVISION OF CONTRACTOR'S EMPLOYEES

- (a) Personnel assigned to render services under this contract shall at all times be employees of the Contractor or its subcontractor(s) and under the direction and control of the Contractor. Notwithstanding any other provisions of this contract, the Contractor shall at all times be responsible for the supervision of its employees in the performance of the services required hereunder.
- (b) Contractor personnel shall not at any time during the contract period be employees of the U.S. Government.

H.5 DUPLICATION AND DISCLOSURE OF CONFIDENTIAL DATA

Duplication or disclosure of confidential data provided by the USPTO or to which the Contractor will have access as a result of this contract is prohibited. It is understood that throughout performance of the contract, the Contractor may have access to confidential data that is the sole property of the USPTO, as well as access to proprietary data which is the sole property of other than the contracting parties. The Contractor hereby agrees to maintain the confidentiality of all such data to which access may be gained throughout contract performance whether title thereto vests in the USPTO or otherwise. The Contractor hereby agrees not to disclose said data, any interpretations thereof, or data derivative therefrom, to unauthorized parties in contravention of these provisions without prior written approval of the Contracting Officer or the party in which title thereto is

wholly vested. This clause also applies to any subcontractors and consultants used by the Contractor.

H.6 GOVERNMENT-FURNISHED DATA

- (a) The Government shall deliver to the Contractor, as may be requested, Government-furnished data during the performance of this contract.
- (b) Title to Government-furnished data shall remain in the Government, and the Contractor shall use the Government-furnished data only in connection with this contract.
- (c) Upon completion or termination of this contract, the Contractor shall return to the Government all Government-furnished data in the same condition as received

H.7 ADVERTISING OF AWARD

The Contractor agrees not to refer to awards in commercial advertising in such manner as to state or imply that the services provided are endorsed or preferred by the Federal Government, it is considered by the Government to be superior to other services. Advertisements, press releases, and publicity of a contract by a supplier shall not be made without the prior express written permission of the Contracting Officer.

H.8 NOTICE TO THE GOVERNMENT OF DELAYS

In the event the Contractor encounters difficulty in meeting performance requirements, or when it anticipates difficulty in complying with the contract delivery schedule or date, or whenever the Contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately notify the Contracting Officer and the COTR, in writing, giving pertinent details, provided, however, that this data shall be informational only in character and that this provision shall not be construed as a waiver by the Government of any delivery schedule or date or of any rights or remedies provided by law or under this contract.

H.9 INSURANCE COVERAGE

Pursuant to the clause "Insurance - Work on a Government Installation (FAR 52.228-5)," the Contractor will be required to present evidence to show, as a minimum, the amounts of insurance coverage indicated below:

- (a) Workers Compensation and Employer's Liability. The Contractor is required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this

- coverage. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.
- (b) General Liability.
- (1) The Contractor shall have bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.
- (2) Property Damage liability insurance shall be required in the amount of \$10,000.
- (c) Automobile Liability. The Contractor shall have automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.
- (d) Aircraft Public and Passenger Liability. When aircraft are used in connection with performing the contract, the Contractor shall have aircraft public and passenger liability insurance. Coverage shall be at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability, and \$200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

H.10 ACCESS TO GOVERNMENT FACILITIES

During the life of the contract, the rights of ingress and egress to and from the Government facility for Contractor personnel shall be made available as required. During all operations on Government premises, Contractor personnel shall comply with the rules and regulations governing the conduct of personnel and the operation of the facility. The Government reserves the right to require Contractor personnel to sign in upon ingress and sign out upon egress to and from the Government facility.

H.11 HOMELAND SECURITY PRESIDENTIAL DIRECTIVE (HSPD-12) IN CONTRACTS

The performance of this contract requires contractors to have physical access to Federal premises for more than 180 days or access to a Federal information system. Any items or services delivered under this contract shall comply with the Department of Commerce personal identity verification procedures that implement HSPD-12, FIPS PUB 201, and OMB Memorandum M-05-24. The Contractor shall insert this clause in all subcontracts

when the subcontractor is required to have physical access to a Federally controlled facility or access to a Federal information system.

H.12 GOVERNMENT IDENTIFICATION/SUITABILITY INVESTIGATION REQUIREMENTS FOR CONTRACTOR EMPLOYEES

- (a) The Contractor shall obtain and wear Contractor identification passes. USPTO security procedures require that an investigation be conducted on each Contractor employee before providing the passes.

Contractors -

Each contract employee working for over 180 days under this contract must undergo investigative processing. The investigation that will be conducted by the Office of Personnel Management (OPM) is a National Agency Check with Inquires (NACI). (NOTE: Low Risk contracts whose duration is less than 180 days do not ordinarily require processing. However, even though the contract is short in duration, based on any unusual circumstances that may exist, Special Agreement Checks (SACs) may be requested, at the discretion of the Contracting Officer's Technical Representative (COTR) and/or the USPTO Security Office.)

(2) Investigative Processing -

The COTR, in conjunction with the contractor's Project Manager, is responsible for Initiating and ensuring the accuracy and completeness of the investigative package for each contract employee. Once the packages have been reviewed, packages will then be forwarded to the USPTO Security Office for further processing, e.g., fingerprinting, etc. Investigative paperwork must be submitted to the USPTO Security Office and forwarded to the OPM within 14 days after the Subject's performance on the contract.

Processing Requirements -

The investigative package must contain the following investigative forms: SF-85, Questionnaire for Non Sensitive Positions; FD 258, Fingerprint Chart; and the OF 306, Declaration for Federal Employment.

Non U.S. citizens to be employed under this contract must:

- i. Have official legal status in the United States; and
- ii. Have continuously resided in the United States for the last 2 years.

If the USPTO Security Office receives disqualifying information on a contract employee, the Contractor, upon notice, will immediately remove the employee from their duties under this contract. Contract employees may be barred from working on the premises of a facility for any of the following:

- a. Falsification of information entered on the investigative forms.

- b. Conviction of a felony of a crime of violence or of a misdemeanor involving moral turpitude.
 - c. Improper conduct once performing on the contract, including criminal, infamous, immoral, or notoriously disgraceful conduct or other conduct prejudicial to the Government regardless of whether the conduct directly relates to the contract.
 - d. Any behavior judged to pose a potential threat to USPTO personnel or property.
Failure to comply with these requirements may result in the cancellation of this contract.
- (b) All investigative processing request information and requests for employee passes shall be forwarded to the COTR. The COTR will make recommendations and forward the pass requests to USPTO's Security Office.
- (c) All background investigation reports will be processed by the USPTO Security Office upon receipt. Those employees whose backgrounds do not meet DOC and USPTO suitability requirements will not be allowed to work in USPTO facilities. The Contractor will be notified of the results of any additional security investigations. USPTO reserves the right to deny facility access to those personnel who receive unfavorable security reports. All personnel employed by the Contractor in the performance of this contract, or any representative of the Contractor entering USPTO/DOC facilities, shall abide by all security regulations of USPTO/DOC and shall be subject to security checks as may be deemed necessary. The Government reserves the right to direct the Contractor to remove from performance under this contract, any employee for misconduct or security reasons. Such action shall not excuse the Contractor from the responsible performance of all tasks under the contract.
- (d) The Security Manual and additional memos from the USPTO Director of Security, as well as USPTO security procedures shall apply to this contract and the Contractor's employees assigned under this contract. Copies of these documents may be obtained from the COTR.
- (e) This clause also applies to any subcontractors or consultants used by the Contractor.

H.13 IT SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES

- (a) This clause is applicable to all or any part of the contract that includes information technology resources or services in which the Contractor must have physical or electronic access to USPTO's sensitive information contained in unclassified systems that directly support the mission of the Agency. This includes information technology, hardware, software, and the management, operation, maintenance, programming, and system administration of computer systems, networks, and telecommunications systems.
- (b) Within 30 days of contract award, the Contractor shall certify in writing to the COTR that its employees, in performance of the contract, have completed:
 - 1) USPTO IT Security User Awareness Training
 - 2) Annual IT Security training in USPTO IT Security policies, procedures, computer ethics, and best practices (when available).

The contractor may use web-based training as available from USPTO to meet these requirements. For contracts extending beyond one year, the Contractor shall certify in writing to the COTR within the first 30 days of each contract or option year subsequent to the award year that its employees, in performance of the contract, have completed annual IT Security User Awareness training in accordance with USPTO requirements.
- (c) All Contractor employees are expected to comply with USPTO's IT Security policies.
- (d) The Contractor shall incorporate the substance of this clause in all subcontracts that meet the conditions in paragraph (a) of this clause.

H.14 NO WAIVER OF DELIVERY SCHEDULE

None of the following shall be regarded as an extension, waiver, or abandonment of the delivery schedule or a waiver of the Government's right to terminate for default: (i) Delay by the Government in terminating for default; (ii) Acceptance of delinquent deliveries; and (iii) Acceptance or approval of samples submitted either after default in delivery or in sufficient time for the Contractor to meet the delivery schedule.

Any assistance rendered to the contractor on this contract or acceptance by the Government of delinquent goods or services hereunder will be solely for the purpose of mitigating damages and is not to be construed as an intention on the part of the Government to condone any delinquency, or as a waiver of any rights the Government may have under subject contract.

H.15 ORGANIZATIONAL CONFLICT OF INTEREST

The Contractor warrants that, to the best of the Contract's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.

The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Contractor will make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict.

Remedies – The Contracting Officer may terminate this contract for default, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict afterward and did not disclose or misrepresent relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

SECTION I - CONTRACT CLAUSES

I.1 52.252-01 CLAUSES INCORPORATED BY REFERENCE (JUN 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: <http://www.arnet.gov/far>

Clause	Title	Date
52.202-01	Definitions	December 2001
52.203-03	Gratuities	April 1984
52.203-05	Covenant Against Contingent Fees	April 1984
52.203-07	Anti-Kickback Procedures	July 1995
52.204-04	Printed or Copied Double-Sided on Recycled Paper.	August 2000
52.209-06	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	July 1995
52.215-01	Instructions to Offerors – Competitive Acquisition	January 2004
52.215-02	Audit and Records--Negotiation	June 1999
52.215-08	Order of Precedence--Uniform Contract Format	October 1997
52.219-08	Utilization of Small Business Concerns	October 2000
52.219-14	Limitations on Subcontracting	December 1996
52.222-01	Notice To The Government Of Labor Disputes	February 1997
52.222-21	Prohibition of Segregated Facilities	February 1999
52.222-26	Equal Opportunity	April 2002
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	December 2001
52.222-36	Affirmative Action For Workers with Disabilities	June 1998
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	December 2001
52.223-06	Drug Free Workplace	May 2001
52.223-14	Toxic Chemical Release Reporting	October 2000
52.225-13	Restrictions on Certain Foreign Purchases	July 2000
52.227-02	Notice and Assistance Regarding Patent and Copyright Infringement.	AUG 1996
52.227-14	Rights in Data--General	June 1987
52.232-17	Interest	June 1996
52.232-18	Availability of Funds	April 1984

52.232-23	Assignment Of Claims	January 1986
52.232-25	Prompt Payment	February 2002
52.232-34	Payment by Electronic Funds Transfer--Other than Central Contractor Registration	May 1999
52.233-01	Disputes	December 1998
52.237-3	Continuity of Services	January 1991
52.242-03	Penalties for Unallowable Costs	May 2001
52.242-13	Bankruptcy	July 1995
52.249-2	Termination for Convenience of the Government (Fixed Price)	May 2004
52.249-08	Default (Fixed-Price Supply and Service)	April 1984
52.249-14	Excusable Delays	April 1984
52.253-01	Computer Generated Forms	January 1991

**I.2 52.217-7 OPTION FOR INCREASED QUANTITY – (MAR 1989)
SEPARATELY PRICED LINE ITEMS**

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within 10 days. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless parties otherwise agree.

I.3 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 10 days.

**I.4 52.217-9 OPTION TO EXTEND THE TERM OF THE (MAR 2000)
CONTRACT – FIXED PRICE CONTRACT**

- (a) The Government may extend the term of this contract by written notice to the Contractor within 10 days; provided that the Government gives the contractor a preliminary written notice of its intent to extend at least 20 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

The total duration of this contract, including the exercise of any options under this clause, shall not exceed 66 months.

I.5 52.203-08 CANCELLATION, RESCISSION, AND RECOVERY OF JANUARY 1997
FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the 1996 National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), the Government may--

(1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2) Rescind the contract with respect to which--

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27 (a) or (b) of the Act for the purpose of either--

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsections 27(e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

I.6 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR JANUARY 1997
IMPROPER ACTIVITY

(a) The Government, at its election, may reduce the price of a fixed-price type contract and the total cost and fee under a cost-type contract by the amount of profit or fee determined as set forth in paragraph (b) of this clause if the head of the contracting activity or designee determines that there was a violation of subsection 27 (a), (b), or (c) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in section 3.104 of the Federal Acquisition Regulation.

(b) The price or fee reduction referred to in paragraph (a) of this clause shall be--

(1) For cost-plus-fixed-fee contracts, the amount of the fee specified in the contract at the time of award;

(2) For cost-plus-incentive-fee contracts, the target fee specified in the contract at the time of award, notwithstanding any minimum fee or "fee floor" specified in the contract;

(3) For cost-plus-award-fee contracts--

(i) The base fee established in the contract at the time of contract award;

(ii) If no base fee is specified in the contract, 30 percent of the amount of each award fee otherwise payable to the Contractor for each award fee evaluation period or at each award fee determination point.

(4) For fixed-price-incentive contracts, the Government may--

(i) Reduce the contract target price and contract target profit both by an amount equal to the initial target profit specified in the contract at the time of contract award; or

(ii) If an immediate adjustment to the contract target price and contract target profit would have a significant adverse impact on the incentive price revision relationship under the contract, or adversely affect the contract financing provisions, the Contracting Officer may defer such adjustment until establishment of the total final price of the contract. The total final price established in accordance with the incentive price revision provisions of the contract shall be reduced by an amount equal to the initial target profit specified in the contract at the time of contract award and such reduced price shall be the total final contract price.

(5) For firm-fixed-price contracts, by 10 percent of the initial contract price or a profit amount determined by the Contracting Officer from records or documents in existence prior to the date of the contract award.

(c) The Government may, at its election, reduce a prime contractor's price or fee in accordance with the procedures of paragraph (b) of this clause for violations of the Act by its subcontractors by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was first definitively priced.

(c) In addition to the remedies in paragraphs (a) and (c) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

**I.7 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE
CERTAIN FEDERAL TRANSACTIONS**

JUNE 1997

(a) Definitions.

"Agency," as used in this clause, means executive agency as defined in 2.101.

"Covered Federal action," as used in this clause, means any of the following Federal actions:

- (1) The awarding of any Federal contract.
- (2) The making of any Federal grant.
- (3) The making of any Federal loan.
- (4) The entering into of any cooperative agreement.
- (5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

"Indian tribe" and "tribal organization," as used in this clause, have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) and include Alaskan Natives.

"Influencing or attempting to influence," as used in this clause, means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government," as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency," as used in this clause, includes the following individuals who are employed by an agency:

- (1) An individual who is appointed to a position in the Government under title 5, United States Code, including a position under a temporary appointment.
- (2) A member of the uniformed services, as defined in subsection 101(3), title 37, United States Code.

(3) A special Government employee, as defined in section 202, title 18, United States Code.

(4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, United States Code, appendix 2.

"Person," as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation," as used in this clause, means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment," as used in this clause, means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient," as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed," as used in this clause, means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State," as used in this clause, means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibitions.

(1) Section 1352 of title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an

employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

(2) The Act also requires Contractors to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

(3) The prohibitions of the Act do not apply under the following conditions:

(i) Agency and legislative liaison by own employees.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(B) For purposes of subdivision (b)(3)(i)(A) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(C) The following agency and legislative liaison activities are permitted at any time where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency the qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities.

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(D) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action--

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub. L. 95-507, and subsequent amendments.

(E) Only those services expressly authorized by subdivision (b)(3)(i)(A) of this clause are permitted under this clause.

(ii) Professional and technical services.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of--

(1) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(2) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(B) For purposes of subdivision (b)(3)(ii)(A) of this clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since

the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(D) Only those services expressly authorized by subdivisions (b)(3)(ii)(A)(1) and (2) of this clause are permitted under this clause.

(E) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(c) Disclosure.

(1) The Contractor who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, OMB standard form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph (b)(1) of this clause, if paid for with appropriated funds.

(2) The Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph (c)(1) of this clause. An event that materially affects the accuracy of the information reported includes--

(i) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

(iii) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(3) The Contractor shall require the submittal of a certification, and if required, a disclosure form by any person who requests or receives any subcontract exceeding \$100,000 under the Federal contract.

(4) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall submit all disclosures to the Contracting Officer at the end of the calendar quarter in which the

disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

(d) Agreement. The Contractor agrees not to make any payment prohibited by this clause.

(e) Penalties.

(1) Any person who makes an expenditure prohibited under paragraph (a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

(e) Cost allowability. Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

I.8 52.219-70XX SECTION 8(A) DIRECT AWARD JANUARY 1997

(a) This contract is issued as a direct award between the contracting activity and the 8(a) contractor pursuant to the Memorandum of Understanding between the Small Business Administration (SBA) and the U.S. Patent and Trademark Office. SBA does retain responsibility for 8(a) certification, 8(a) eligibility determinations and related issues, and providing counseling and assistance to the 8(a) contractor under the 8(a) program. The cognizant SBA district office is:

U.S. Small Business Administration
Washington District Office
1100 Vermont Avenue NW, 9th Floor
Washington, D.C. 20043-4500
(202) 606-4000

(b) The contracting activity is responsible for administering the contract and taking any action on behalf of the Government under the terms and conditions of the contract. However, the contracting activity shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part under the contract. The contracting activity shall also coordinate with SBA prior to processing any novation agreement. The contracting activity may assign contract administration function to a contract administration office.

(c) The contractor agrees:

(1) to notify the Contracting Officer, simultaneous with its notification to SBA (as required by SBA's 8(a) regulations), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with 15 U.S.C. 637(a)(21), transfer of ownership or control shall result in termination of the contract for convenience, unless SBA waives the requirement for termination prior to the actual relinquishing of ownership and control.

(2) it will adhere to the requirements of 52.219-14, Limitation on Subcontracting

(a) This contract is issued as a direct award between the contracting activity and the 8(a) contractor pursuant to the Memorandum of Understanding between the Small Business Administration (SBA) and the Department of Commerce. SBA does retain responsibility for 8(a) certification, 8(a) eligibility determinations and related issues, and providing counseling and assistance to the 8(a) contractor under the 8(a) program. The cognizant SBA district office is:

(b) The contracting activity is responsible for administering the contract and taking any action on behalf of the Government under the terms and conditions of the contract. However, the contracting activity shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting activity shall also coordinate with SBA prior to processing any novation agreement. The contracting activity may assign contract administration functions to a contract administration office.

(c) The contractor agrees:

(1) to notify the Contracting Officer, simultaneous with its notification to SBA (as required by SBA's 8(a) regulations), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with 15 U.S.C. 637(a)(21), transfer of ownership or control shall result in termination of the contract for convenience, unless SBA waives the requirement for termination prior to the actual relinquishing of ownership and control.

(2) it will adhere to the requirements of 52.219-14, Limitations on Subcontracting.

SECTION J - LIST OF ATTACHMENTS

J.1 LIST OF ATTACHMENTS

Attachment (1) – Past Performance Cover Letter

Attachment (2) – Past Performance Questionnaire

**SECTION K – REPRESENTATIONS, CERTIFICATIONS, AND OTHER
STATEMENTS OF OFFERORS – PART IV**

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2005)

As prescribed in 4.1202:

(a)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (b) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (b) instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (b) applies.

☐ (ii) Paragraph (b) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(b) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR CLAUSE #	TITLE	DATE	CHANGE
_____	_____	_____	_____

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of provision)

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1. GENERAL

Each offeror must :

- (1) submit an offer (see paragraph L.2.);
- (2) submit written technical information (see paragraph L.3.);
- (3) submit a cost proposal (see paragraph 4.0).

When evaluating an offeror's capability to perform the prospective contract, the Government will consider how well the offeror complied with these instructions. The Government may consider an offeror's noncompliance with these instructions to be indicative of the type of conduct that it may expect from the offeror during contract performance.

L.1.1 Solicitation Response Requirements

The solicitation response will be contained in TWO (2) separate Volumes:

VOLUME	TITLE
<i>I</i>	<i>Offer (completed RFP w/ all attachments, including Cost (Price) Information</i>
<i>II</i>	<i>Technical</i>

Copies Required

VOLUME	TITLE	ORIGINALS	ADD'L COPIES	DISC* COPIES	PAGE LIMIT
I	OFFER (completed RFP w/ all attachments, including Cost (Price) information)	1	1	1	N/A
II	TECHNICAL	1	5	2	25 pages which includes illustrations and diagrams, but excludes resumes.

Note: All original and copies are paper copies unless designated with an asterisk. If the paper copies and the disks are not identical, the paper copies will be evaluated and not the disks.

Each volume shall be bound separately in three ring binders (to permit removal of sections) with each major part tabbed. All volume pages and paragraphs shall be numbered so the location of any statement is traceable to the appropriate volume, page and paragraph. The complete set of volumes will be accompanied by a signed cover letter (letter of transmittal) prepared on the company's letterhead stationery.

L.1.2 Format and Composition Limitation

Hard copy proposal pages are to be single-sided, with no smaller than 12-point font size, Times New Roman font on standard 8-1/2 x 11 inch paper in a standard three (3)-hole binder. One-inch minimum margins on each side, including top and bottom are required. Text within tables, diagrams, pictorial charts, or graphic material may use 8-point font. 11 x 17-inch foldout pages are allowed and will be counted as two pages. Every paragraph, figure, and table shall be numbered. The page count shall include all material with printed matter, figures, and appendices, except cover pages, title pages, tables of contents (TOC), lists of illustrations, tab pages, indexes and lists of tables. Pages excluded from the page count must contain only material pertinent to the page heading or be blank and marked "Intentionally Left Blank." Index pages and Tabs are required and shall be cross-referenced to the TOC. Every page, except those marked as blank, will be numbered. If the proposal exceeds the page limits identified in paragraph (b) above, the Government will remove the excess pages from the appropriate sections that were exceeded and those removed pages will not be evaluated.

Electronic proposal submissions and supporting information should be submitted on CD-ROM suitable for reading in a standard PC compatible CD-ROM drive. All view graphs shall be in Microsoft PowerPoint 2000 or later. All spreadsheets shall be in Microsoft Excel 2000 format or later. All text shall be in Microsoft Word 2000 or later. Automatically generated tables and indices are encouraged. All disks shall be "write-protected" and no field shall be password protected. Electronic files should be identical to paper submissions. In the event of an inconsistency, the paper submission shall control. Offerors shall not embed sound or video files into the electronic files. The disks shall be labeled to indicate the offeror's name, the solicitation number and associated volume number. **IMPORTANT:** The Offeror shall screen all disks for computer viruses prior to submittal and put a statement in its signed cover letter to the effect that that has been done and that the diskettes are virus-free.

The cover page of each Proposal Volume shall contain, in addition to the above statement:

- 1) Volume Number and Title (e.g., Volume II - Technical)
- 2) Request For Proposal (RFP) Number
- 3) Company Name of the Offeror and mailing address,
- 4) Point of Contact (POC) name, phone number, and email address
- 5) Offeror's Position on Disclosure of Proposal Data
- 6) Copy Number
- 7) Proposal Validity End Date

L.2. RFP (VOLUME I)

The completion of the RFP and submission to the Government of the RFP -- i.e., the offeror's offer, including the entire RFP and all of its attachments, and the Cost (Price) information -- will constitute an offer and will indicate the offeror's unconditional assent to the terms and conditions in this RFP. Any objection to any of the terms and conditions **will constitute a deficiency** which may **make the offer unacceptable**. **The Government intends to award a contract without discussions.** Therefore, offerors are cautioned to consult with the contracting officer in writing before submitting an offer that takes exception to any term or condition of this RFP. However, the Government reserves the right to conduct discussions and to permit offerors to revise their offers. If discussions are conducted, the Government reserves the right to use considerations of procurement evaluation efficiency in establishing the competitive range.

L.3.. TECHNICAL PROPOSAL (VOLUME II)

The Technical Volume shall contain no cost information and shall be organized into sections as outlined below:

L.3.1. Regarding Factor 1. Technical Understanding and Approach.

Describe your understanding and approach to the following:

- a. Registered Trademark Maintenance.

In addition, discuss the following, providing a detailed account of the processes you would use to achieve the optimum accuracy rates for each:

- Registered Design Trademarks
- Registered Word Trademarks
- Erroneous Trademark Registrations

- Inadvertently Issued Registrations

b. Trademark Bound Volume Maintenance

In addition, discuss the following, providing a detailed account of the processes you would use to achieve the optimum accuracy rates for each:

- Corrected or amended registration certificates
- Inadvertently issued registrations
- Accepted affidavits
- Renewals
- Cancelled trademark registrations

c. Express Print Window.

In addition, discuss how you would ensure operational reliability and complete customer satisfaction at the Express Print Window.

L.3.2. Regarding Factor 2. Personnel Resources.

Describe your personnel resources in terms of their capability to provide public search facilities services as described in the Statement of Work. In addition, provide a listing of key personnel including labor category, name, degree, area of degree and years of professional experience related to the effort required in the Statement of Work for which the person is considered key. A resume for each key person listed shall be submitted, no more than 2 pages each.

L.3.3. Regarding Factor 3. Experience.

Discuss its experience within the last three years (i.e., dating from January 2003) in providing the same or similar support services as required by this solicitation. In doing so, the offeror shall include the dates under which the experience was gained, the title of the program, customer, contract number, dollar amount of the contract, and email address and/or telephone number for a point of contact relative thereto. The offeror shall explain why the experience cited is pertinent to the requirements of this solicitation, what lessons it learned from the experience, and how the offeror will correct or apply the lessons learned in fulfilling this contract. The offeror shall compare the type of work, scope of effort, and

product/technology involved, with the requirements under this solicitation. Overall, it is the offeror's responsibility to clearly explain, in sufficient detail, why its experience should be considered predictive of success in fulfilling the requirements of this contract, i.e., an analysis of how effectively the offeror can transition its experience into the implementation and provision of patent and trademark information.

L.3.4. Regarding Factor 4. Past Performance.

The Government will conduct a past performance evaluation based upon the past performance of the offeror and its subcontractors proposed under this solicitation (if any) as it relates to the probability of successful accomplishment of the work required by the Section C statement of work.

The offeror shall submit, for itself and its subcontractors, a list of previous contracts received, or in performance, during the past three years (i.e., dating from January 2003) (to include both prime and subcontracts) which are in any way relevant to the effort required by this solicitation. The list shall include all those contracts -- with an indication as to whether they are completed or in process -- the contracting activity (hereinafter referred to as the "referenced activity"), and a point of contact (POC) with name, telephone number, and e-mail address.

For each of those contracts and subcontracts, the offeror shall have the referenced activities complete and submit directly to the USPTO the "Past Performance Questionnaire" at Attachment (2).

In addition, the offeror shall provide a narrative for each contract referenced, that gives a brief technical description of its scope of work, complexity, objectives achieved, and an explanation of any problems or delays encountered, and corrective action taken.

The government will obtain whatever information it deems most relevant to the required effort by written, telephonic, or any other means of inquiry available. References and other information sources other than those identified by the offeror may be contacted by the government and the reference information received may be used in the evaluation of the offeror's past performance in addition to questionnaire responses. Past performance information already in the Government's possession may be used in the evaluation of the offeror's past performance as well.

Instructions for handling the "Past Performance Questionnaire" (Attachment 2)

(a) For each contract referenced -- and therefore, for each questionnaire -- the offeror shall complete Part 1: "General Information".

(b) The offeror shall then forward a copy of the questionnaire to each of those Government and commercial activities referenced by the offeror in its proposal, and request that they complete the questionnaire.

(c) The offeror shall send the questionnaires early enough to the referenced activities so as to allow them sufficient time to complete the questionnaires and forward them directly to the USPTO so that they are received at the USPTO by the closing date of the RFP or sooner.

(d) Any questionnaires received directly from the offeror are not acceptable and will not be considered.

(e) The completed questionnaires by the referenced activities shall be forwarded to:

United States Patent and Trademark Office
Office of Procurement
Box 1450, Mail Stop 6
Alexandria, VA 22313-1450
Attention: Joe Troia, MDE 7D44
or fax to the Contracting Officer, Joe Troia at (571) 273.8407.

(f) A sample cover letter to be used by the offeror when sending the questionnaire to its referenced activities is included as Attachment 1.

(g) It is the offeror's responsibility to see that its referenced activities submit the completed questionnaires to USPTO. Accordingly, offerors are strongly advised to follow up to ensure they are submitted directly to the USPTO on time.

Questionnaires that are received after the time set by the Government for their return receipt may nevertheless be considered by the Government if, in the subjective judgment of the contracting officer, it is warranted.

L.4. COST PROPOSAL (VOLUME I)

L.4.1. Regarding Factor 5. Total Price (CONTAINED IN VOLUME I).

The Cost (i.e., Price) information required shall be submitted by completing Section B – Supplies or Services and Prices/Costs as provided in the RFP. The offeror shall complete Section B of the RFP by filling in the blanks using firm fixed prices in U.S. dollars, no cents. No supporting cost or price data in a separate volume is necessary for this firm fixed price solicitation.

L.5. RESTRICTION ON DISCLOSURE AND USE OF DATA

Offerors who include in their proposal data they do not want disclosed to the public, or which is to be used by the Government for evaluation purposes only, shall mark such data

in accordance with FAR 52-215-12. Such data shall be specifically identified by page(s), paragraph(s), sentence(s); any restrictions shall not be generalized.

L.6. COMMUNICATION WITH USPTO

L.6.1 Solicitation and Amendments

Solicitation information and amendments will be made available through the WORLD WIDE WEB/INTERNET. Users with INTERNET access can use WEB browsers such as MS Internet Explorer to access the FedbizOpps at <http://www.fedbizopps.gov>

and at the USPTO Internet website:

<http://www.uspto.gov/web/offices/ac/comp/proc/currproj.htm>

The solicitation, which will include related files listed under the solicitation number, can then be downloaded directly to your workstation.

Offerors are required to periodically check the USPTO website and the Federal Business Opportunities website for any responses to questions and any issued amendments.

L.6.2 Questions Concerning the Solicitation

Offerors may submit **written** questions requesting clarification of RFP requirements via:

METHOD	ADDRESS
INTERNET/EMAIL	joe.troia@uspto.gov
FAX	(571) 273-8407 Attn: Joe Troia
Mail	United States Patent and Trademark Office Office of Procurement Box 1450, Mail Stop 6 Alexandria, VA 22313-1450 Attn: Joe Troia, MDE 7D44

All questions regarding this RFP are due by December 21, 2005. Only written questions will be considered for receiving a response. It is the Government's intention that offeror questions and Government responses will be distributed electronically to all offerors if the response made only to the questioning offeror would be prejudicial to all other offerors unless doing so would prejudice the questioning offeror (e.g., by revealing its acquisition strategy). The questions may be edited if necessary to protect the identity and/or acquisition strategy of the questioning offeror. Information provided with each question should include the document name, document date, specific page, paragraph, clause, or other definitive citation requiring clarification.

The USPTO will continue to accept questions up to the closing date set for receipt of the proposals; however, time may not permit responses to questions delivered within 10 days of the closing date. Only questions submitted prior to the final 10 days of the proposal preparation time may be reasonably assured of an answer.

IMPORTANT NOTICE

Offerors are advised that mail sent via U.S. Government Postal Service may be delayed and/or damaged due to screening. Offerors are therefore advised that other means of delivery are encouraged in order to meet the RFP closing date.

The place, date, and time for receipt of proposals is specified in block nine (9) of the SF-33. All information is to be received by the date and time specified.

L.7. PROPOSAL SUBMISSION

All proposal documents shall be received no later than 1:00 p.m., Eastern Standard Time, January 5, 2006, in the U.S. Patent and Trademark Office, Office of Procurement to the attention of Joe Troia. Depending on the mode of delivery, offerors's responses should be addressed as follows:

U.S MAIL

U.S. Patent and Trademark Office
Office of Procurement
Box 1450, Mail Stop 6
Alexandria, VA 22313-1450
ATTN: Joe Troia, MDE 7D44
DOC52PAPT0601003

or

HAND DELIVERY/COMMERCIAL (NON-USPS EXPRESS MAIL)

U.S. Patent and Trademark Office
Office of Procurement
600 Dulany St, Madison Building - East
Suite 7D44
Alexandria, VA 22313-1450
ATTN: Joe Troia/DOC52PAPT0601003

IMPORTANT NOTE:

The rights of ingress and egress to and from USPTO facilities for Contractor personnel is controlled by security. Therefore, Offerors are responsible for allowing sufficient time to be processed through security to ensure that its proposals are received by USPTO's Office of Procurement by the time and date specified above. Instruction will be provided to the security staff to assist receipt. Otherwise, the contracting officer or appropriate

representative will be present at the security desk to receive proposals and provide receiving documentation.

When proposals are hand-carried or sent by courier service (non-USPS mail service), the Offeror assumes the full responsibility for insuring that the proposals are received by the date and time specified above.

Offerors shall be responsible for accessing the web page for any changes to this RFP. All changes, questions, and answers shall be posted at this location.

L.8 AGENCY-LEVEL PROTEST PROCEDURES LEVEL ABOVE THE CONTRACTING OFFICER (DEC 1996)

I. PURPOSE:

To implement the requirements of Executive Order No. 12979 and Federal Acquisition Regulation (FAR 33.103). On October 25, 1995, President Clinton signed Executive Order No. 12979, which directs heads of executive agencies to develop administrative procedures for resolving protests to awards of procurement contracts within their agencies at a level above the Contracting Officer. Authority to administer procurement-related directives has been delegated within the Department of Commerce through the Chief Financial Officer and Assistant Secretary for Administration to the Director for Acquisition Management (Procurement Executive).

The Department's goal is to encourage protesters to resolve their protests at the agency level, help build confidence in the Government's acquisition system, and reduce protests to the General Accounting Office and other external fora. Prior to submission of an agency protest, all parties shall use their best efforts to resolve concerns raised by an interested party at the Contracting Officer level through open and frank discussions. If concerns cannot be resolved, protesters may use these procedures when a resolution is requested from the agency at a level above the Contracting Officer.

II. DEFINITIONS:

An agency protest is one that may be filed with either the contracting officer or the protest decision authority but not both. When a protester decides to file a protest at the agency level with the protest decision authority, the guidelines set forth in these established agency level protest procedures above the contracting officer apply. These procedures are in addition to the existing protest procedures contained in the Federal Acquisition Regulation (FAR) Part 33.102.

A day is a calendar day. In computing a period of time for the purpose of these procedures, the day from which the period begins to run is not counted. When the last day of the period is a Saturday, Sunday, or Federal holiday, the period extends to the next day that is not a Saturday, Sunday, or Federal holiday. Similarly, when the Washington, DC offices of the Department of Commerce are closed for all or part of the last day, the period extends to the next day on which the Department is open.

III. PROCEDURES:

a. Protesters using these procedures may protest to the protest decision authority who will make the final decision for the Department. Protests shall be addressed to:

Mr./Mrs. _____
Chief Financial Officer and Chief Administrative Officer
U.S. Patent and Trademark Office
P.O. Box 1450
Alexandria, VA 22313-1450
(FAX Number: 571-273-0095)

The outside of the envelope or beginning of the FAX transmission must be marked "Agency-level Protest". The protester shall also provide a copy of the protest within 1 day to the responsible contracting officer and a copy to the addressee indicated below:

U.S. Patent and Trademark Office
Office of the General Counsel
Mail Stop 8
P.O. Box 1450
Alexandria, VA 22313-1450
(FAX Number 571-273-0099)

b. Election of forum: While a protest is pending at the agency level with the protest decision authority, the protester agrees not to protest to the General Accounting Office (GAO) or any other external forums. If the protester has already filed with the GAO or other external forums, the procedures described here may not be used.

1. Protests based upon alleged improprieties in a solicitation which are apparent prior to bid opening or time set for receipt of proposals shall be filed prior to bid opening or the time set for receipt of proposals. If the contract has been awarded, protests must be filed within 10 days after contract award or 5 days after the date the protester was given the opportunity to be debriefed, whichever date is later. In cases other than those covered in the preceding two sentences, protests shall be filed not later than 10 days after the basis of the protest is known or should have been known, whichever is earlier.

2. To be filed on a given day, protests must be received by 4:30 PM current local time. Any protests received after that time will be considered to be filed on the next day. Incomplete submissions will not be considered filed until all information is provided.

3. To be complete, protests must contain the following information:

- (i) the protester's name, address, telephone number, and fax number
- (ii) the solicitation or contract number, name of contracting office and the contracting officer
- (iii) a detailed statement of all factual and legal grounds for protests, and an explanation of how the protester was prejudiced
- (iv) copies of relevant documents supporting protester's statement
- (v) a request for ruling by the agency
- (vi) Statement as to form of relief requested

- (vii) all information establishing that the protester is an interested party for the purpose of filing a protest
- (viii) all information establishing the timeliness of the protest

All protests must be signed by an authorized representative of the protester. Within 14 days after the protest is filed, the Contracting Officer will prepare an administrative report that responds to the issues raised by the protester and addresses any other issues, which, even if not raised by the protester, have been identified by agency officials as being relevant to the fairness of the procurement process. For good cause shown, the protest decision authority may grant an extension of time for filing the administrative report and for issuing the written decision. When an extension is granted, the protest decision authority will notify the protester and all interested parties within 1 day of the decision to grant the extension.

Unless an extension is granted, the protest decision authority will issue a decision within 35 days of the protest. The protest decision authority's final decision will be binding on the Department of Commerce and not subject to further appeals. The protest decision authority shall send a written ruling and a summary of the reasons supporting the ruling to the protester by certified mail, return receipt requested with information copies to the applicable contracting office and Office of Acquisition Management.

Effect of protest on award and performance:

When a protest is filed prior to award, a contract may not be awarded unless authorized by the Head of the Contracting Activity (HCA) based on a written finding that:

- (i) The supplies or services are urgently required,
- (ii) delivery or performance would be unduly delayed by failure to make the award promptly, or
- (iii) a prompt award will be in the best interest of the Government.

When a protest is filed within 10 days after contract award or 5 days after a debriefing date was offered to the protester under a timely debriefing request in accordance with FAR 15.1004, whichever is later, the Contracting Officer shall immediately suspend performance pending the resolution of the protest within the agency, including any review by an independent higher official, unless continued performance is justified. The HCA may authorize contract performance, notwithstanding the protest, based on a written finding that:

- (i) contract performance would be in the best interest of the United States, or (ii) urgent and compelling circumstances that significantly affect the interests of the United States will not permit waiting for a decision.

IV. REMEDIES:

The protest decision authority may grant one or more of the following remedies:

- (1) terminate the contract,
- (2) re-compete the requirement,
- (3) issue a new solicitation,
- (4) refrain from exercising options under the contract,

- (5) award a contract consistent with statutes and regulations,
- (6) amend the solicitation provisions which gave rise to the protest and continue with the procurement,
- (7) such other remedies as the decision-maker may determine are necessary to correct a defect.

52.252-01 CLAUSES INCORPORATED BY REFERENCE (JUN 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: <http://www.arnet.gov/far>

SECTION M – EVALUATION FACTORS FOR AWARD

M.1. EVALUATION FACTORS

The Government intends to award a contract resulting from this solicitation to the responsible Offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

M.1.1. Technical Factors:

Factor 1. Technical Understanding and Approach

- a. Registered Trademark Maintenance**
- b. Trademark Bound Volume Maintenance**
- c. Express Print Window**

Factor 2. Personnel Resources and Organization

Factor 3. Experience

Factor 4. Past Performance

M.1.2 Cost Factor:

Factor 5. Total Price

M.2 EVALUATION OF OPTIONS

The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the base period. Evaluation of options will not obligate the Government to exercise the options.

M.3. REPRESENTATIONS AND CERTIFICATIONS

Representations and Certifications will be evaluated but not scored.

M.4. UNBALANCED OFFERS

The USPTO reserves the right to reject an offer if it is materially unbalanced as to prices, and it is determined that award of such an offer would not result in the lowest overall

price to the USPTO, or may otherwise be improper. An offer is unbalanced when it is based on prices significantly less than the cost for some items and prices, which are significantly overstated for other items.

M.5. BASIS OF CONTRACT AWARD

The basis for award of a contract as a result of the RFP will be an integrated assessment by the USPTO based on the evaluation factors described below. Award will not be automatically determined by numerical calculation or formula.

Award of any contract will be made to the responsive, responsible Offeror(s) whose proposal, including options, contains the combination of technical understanding and approach, personnel resources, experience, past performance and price factors offering the best overall value to the USPTO. This will be determined by comparing differences in the value of non-price features with differences in price to the USPTO. USPTO shall determine what tradeoff among these factors promises the greatest value to the USPTO.

To be eligible for source selection and contract award, the Offeror shall meet the following conditions:

- Determined to be responsible according to the standards of FAR Subpart 9.1
- Complies with all applicable laws and regulations and agrees to terms and conditions set forth in the solicitation
- Proposal is prepared according to instructions set forth in the solicitation and demonstrates the Offeror's capability to perform the scope of work required
- Meets all mandatory requirements
- Provides the best overall value to the USPTO as represented by a combination of non-price and price factors

M.6. AWARD WITHOUT DISCUSSIONS

In accordance with FAR 52.215-1, the Government intends to evaluate proposals and award a contract without discussions with Offerors (except clarifications as described in FAR 15.306(a)). Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

M.7. RELATIVE IMPORTANCE OF EVALUATION FACTORS AND BEST VALUE DETERMINATION.

The technical factors (non-price factors) as a whole are significantly more important than the cost (price) factor. The technical factors are all equally important and so they will be evaluated as an integrated whole.

The USPTO will make a best value determination across all Offerors' proposals. In making this determination, the USPTO is more concerned with obtaining superior technical performance than with making an award at the lowest overall price. However, the USPTO will not award a contract at a significantly higher overall price to achieve slightly superior technical services. Additionally, USPTO reserves the right to award a contract at a higher overall price for a significantly superior technical proposal. As proposals become more equal in non-price factors, the evaluated price increases in relative importance.

ATTACHMENT 1**PAST PERFORMANCE COVER LETTER**

From: _____ (Offeror)

To: _____ (Referenced government or commercial activity)

Subject: Past Performance Questionnaire.

Ref: (a) Contract Number _____ (Offeror fill in)

(b) FAR 15.306(b)(4)

Encl: (1) Past Performance Questionnaire.

1. The United States Patent and Trademark Office (USPTO) is currently conducting a competitive procurement under solicitation number DOC52PAPT0601003 for the procurement of Public Search Facilities Support Services for which we will be submitting an offer for USPTO's evaluation.
2. In order for the USPTO to evaluate our past performance under the reference (a) contract, it is requested that you complete the enclosure (1) questionnaire and forward it directly to the USPTO. The USPTO address is as follows:

United States Patent and Trademark Office
Office of Procurement
Box 1450, Mail Stop 6, MDE 7D44
Alexandria, VA 22313-1450

Attn: Joe Troia, Contract Specialist

Or, if sent by FAX, send to :

Mr. Joe Troia, FAX Number (571) 273-8407

The completed questionnaire must be received at USPTO by _____. (Offeror fill in)

3. Please be assured that, in order to promote candid responses, and in accordance with reference (b), the names of individuals providing information to the Government about an offeror's past performance are not to be disclosed by the Government to the offeror.
4. Any questions may be directed to _____, telephone number _____, and e-mail address _____. (Offeror fill in).

Thank you for your cooperation.

ATTACHMENT (2)

PAST PERFORMANCE QUESTIONNAIRE

PUBLIC SEARCH FACILITIES SUPPORT SERVICES

Vendor Being Evaluated _____

The United States Patent and Trademark Office (USPTO) has an acquisition objective to acquire Public Search Facilities Support Services. We are in the process of contracting with a vendor to provide these services. As part of the solicitation, the potential vendor has been asked to distribute this questionnaire to a point-of-contact from their previous projects. You have been selected by the vendor as the owner's representative to provide an evaluation of their past performance.

Please answer all the questions. If a question does not apply, mark it "N/A" (Not Applicable). Verify that the name of the vendor is included at the top of each page. Return the completed questionnaire to Mr. Joe Troia, no later than the closing date of the RFP.

By mail to: Mr. Joe Troia
 U.S. Patent and Trademark Office
 Office of Procurement – Box 6
 Box 1450, MDE 7D44
 Alexandria, VA 22313-1450
 Or by facsimile at (571) 273-8407.

If you have any questions or concerns about this evaluation, feel free to contact Mr. Joe Troia at (571) 272-8407. Your response is greatly appreciated.

Evaluator's Firm Name and Address _____			

Project	_____	_____	
Evaluator	_____	_____	
Signature	_____	Date	_____
Telephone	_____	Fax	_____
E-Mail	_____	_____	

Contract Details

Period of Time Covered	_____	to	_____
% of Contract Complete	_____		
Contract Type (check one)	Fixed Price _____	Cost _____	
Approximate Contract Value: \$	_____		
Brief summary of services provided:	_____		

PUBLIC SEARCH FACILITY LIBRARY SUPPORT SERVICES

- Did the vendor have knowledge of Patent and Trademark Library support services?

☐ Yes ☐ Usually ☐ Sometimes ☐ No ☐ N/A

Comments: _____

- Were you satisfied with the quality of the library services provided by the vendor?

☐ Yes ☐ Usually ☐ Sometimes ☐ No

Comments: _____

- Were the results of examinations of registered trademarks provided by the vendor to your satisfaction?

☐ Yes ☐ Usually ☐ Sometimes ☐ No ☐ N/A

Comments: _____

- Was the vendor's customer support expertise to your satisfaction ?

☐ Yes ☐ Usually ☐ Sometimes ☐ No

Comments: _____

- Did the vendor provide adequate, knowledgeable, and skilled staff?

☐ Yes ☐ Usually ☐ Sometimes ☐ Rarely without owner's persistence ☐ No

Comments: _____

- Were concerns addressed promptly by the staff and resolved?
☐ Yes ☐ Usually ☐ Sometimes ☐ Rarely without owner's persistence ☐ No

Comments: _____

Customer Service

- Did the vendor commit adequate resources in a timely fashion to the contract to meet the requirement and to successfully solve variations to the requirement?
☐ Yes ☐ Usually ☐ Sometimes ☐ Rarely without owner's persistence ☐ No
- Did the vendor offer suggestions on improving the requirement?
☐ Yes ☐ Usually ☐ Sometimes ☐ Rarely without owner's persistence ☐ No
- How satisfied were you with the work of the vendor?
☐ Very Satisfied ☐ Somewhat Satisfied ☐ Not Satisfied

Comments: _____

Timeliness of Performance

- Did the vendor adhere to required timelines as specified in the contract?
☐ Yes ☐ Usually ☐ Sometimes ☐ Rarely without owner's persistence ☐ No
- Did the vendor's management provide information in a timely manner?
☐ Yes ☐ Usually ☐ Sometimes ☐ Rarely without owner's persistence ☐ No

Comments: _____

Business Relations

- Was the vendor's management accessible when you needed to contact them?
☐ Yes ☐ Usually ☐ Sometimes ☐ Rarely without owner's persistence ☐ No
- Was the vendor proactive regarding concerns about issues that may impact contract performance?

☐ Yes ☐ Usually ☐ Sometimes ☐ Rarely without owner's persistence ☐ No

- Did the vendor communicate well with you and your firm's technical advisors?

☐ Yes ☐ Usually ☐ Sometimes ☐ Rarely without owner's persistence ☐ No

- Would you hire this vendor again?

☐ Yes

☐ Possibly

☐ No

Comments:

THANK YOU FOR YOUR ASSISTANCE IN COMPLETING THIS
QUESTIONNAIRE